

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

**THE UNITED STATES LIFE
INSURANCE COMPANY IN THE CITY
OF NEW YORK,**

Plaintiff,

v.

**ROGER DOBROVODSKY, as Trustee of
EDU HOLDING TRUST D/T/D 3/22/2013,**

DAVID W. GARRISON,

ROBIN RISMILLER, and

JANE AND JOHN DOES 1-100,

Defendants.

Case No. 1:22-cv-00259

Plaintiff The United States Life Insurance Company in the City of New York, by its undersigned attorneys, hereby files its Complaint for Interpleader Relief pursuant to 28 U.S.C. § 1335 against Defendants EDU Holding Trust d/t/d 3/22/2013, David W. Garrison, Robin Rismiller, and Jane and John Does 1-100, and states as follows:

Parties

1. The United States Life Insurance Company in the City of New York (“US Life”) is a corporation organized and existing under the laws of the State of New York with its principal place of business in New York, New York.

2. Defendant Roger Dobrovodsky is a citizen and resident of the State of Indiana, residing in Marion County, Indiana.

3. Defendant David W. Garrison is a citizen and resident of the State of Texas, residing in Williamson County, Texas.

4. Defendant Robin Rismiller is a citizen and resident of the State of Ohio, residing in Warren County, Ohio.

5. Defendants Jane and John Does 1-100 are all potential individuals and entities that purportedly purchased an ownership interest through EDU Holding Trust in US Life insurance policy number 3001548L with a face amount of \$5,000,000 issued to the late Carol Green.

Jurisdiction and Venue

6. This Court has original jurisdiction of this civil action of interpleader pursuant to 28 U.S.C. § 1335. US Life has in its custody or possession money or property of the value of \$500 or more to which two or more adverse claimants of diverse citizenship may claim to be entitled.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1397 because one of the competing claimants resides in Williamson County, Texas, which is located in the Western District of Texas, Austin Division pursuant to 28 U.S.C. § 124(d)(1).

Factual Background

8. On or about March 15, 1999, Carol Green (hereinafter, the “Decedent”) purchased life insurance policy number 3001548L with a face amount of \$5,000,000 from US Life (the “Policy”). *See* Policy, attached hereto as **Exhibit A**.

9. The Policy’s Application designated the Decedent’s mother, Madelyn Phillips, as the primary beneficiary, and did not designate a contingent beneficiary. *See* Application, attached hereto as **Exhibit B**. The Policy’s Application also listed Madelyn Phillips as the owner of the Policy. *See id.*

10. Between March 1999 and May 2015, multiple changes were made to the owner and beneficiary of the Policy. As of May 2015, the owner of the Policy was DP Financial Services, LLC, and the primary beneficiary of the Policy was also DP Financial Services, LLC.

11. On or about June 24, 2015, US Life received Change of Ownership and Change of Beneficiary forms for the Policy. *See* Change of Ownership form, attached hereto as **Exhibit C**; Change of Beneficiary form, attached hereto as **Exhibit D**. The Change of Ownership form listed EDU Holding Trust as the owner of the Policy, and the Change of Beneficiary form designated EDU Holding Trust as the primary beneficiary of the Policy. *See id.*

12. Furthermore, on December 14, 2020, a civil complaint was filed by the Securities and Exchange Commission against Defendant Roger Dobrovodsky in the United States District Court for the Southern District of Florida. *See* Complaint, attached hereto as **Exhibit E**. The Complaint alleged that between March 2017 and July 2018, Dobrovodsky solicited investors to invest more than \$5.2 million in a fraudulent business. *See id.* at ¶¶ 1, 3. In that action, Dobrovodsky consented to the entry of a Final Judgment in which he agreed to pay roughly \$350,000 in disgorgement and prejudgment interest, and a \$50,000 civil penalty.

13. On March 31, 2021, a criminal Information was filed against George S. Blankenbaker, Jr. in the United States District Court for the Southern District of Indiana. *See* Information, attached hereto as **Exhibit F**. The Information alleged Blankenbaker and others created EDU Holding Trust in March 2013 “to receive funds from investors for the purchase of life insurance policies on a secondary market at an amount less than the maturity amount of the policies.” *See id.* at 4. The Information further alleged Blankenbaker “falsely advised investors in the Trust that they would receive compensation from the profits generated when the life insurance policies matured, when, in fact, he knew they would not as he diverted some of these funds to

himself for other purposes.” *See id.* at 5. Blankenbaker entered a guilty plea in this criminal action and was sentenced to 60 months in prison.

14. The Decedent died on August 2, 2021.

15. As a result of the Decedent’s death, the death benefit payable pursuant to the Policy became due and owing to the beneficiary or beneficiaries.

16. On or about October 1, 2021, US Life received a letter from counsel for Defendant David Garrison. *See* Oct. 1, 2021 Letter, attached hereto as **Exhibit G**. The letter indicated Garrison had purportedly purchased an interest in the Policy from EDU Holding Trust on February 22, 2013. *See id.*

17. On or about February 21, 2022, EDU Holding Trust submitted a claim to the Policy death benefit. *See* EDU Holding Trust Claimant’s Statement, attached hereto as **Exhibit H**. The Claimant’s Statement is signed by Defendant Roger Dobrovodsky as Trustee of EDU Holding Trust. *See id.*

18. On or about February 23, 2022, US Life also received a letter from counsel for Defendant Robin L. Rismiller stating that Rismiller is “an investor in EDU Holding Trust,” and is therefore entitled to receive a share of the benefit due and owing under the Policy. *See* Feb. 23, 2022 Letter, attached hereto as **Exhibit I**.

19. US Life is unable to determine the proper beneficiaries of the Policy death benefit and fears exposure to multiple liability, multiple litigation, or both due to continued and unresolved allegations of fraudulent activity by EDU Holding Trust and Dobrovodsky.

Count One

Interpleader Relief

20. US Life hereby incorporates Paragraphs 1-20 by reference.

21. As a result of the foregoing, there exists actual or potential rival, adverse, and conflicting claims to the death benefit described above, and US Life is unable to discharge its admitted liability without exposure to multiple liability, multiple litigation, or both.

22. US Life is an innocent stakeholder seeking to interplead funds into the Court's Registry to resolve conflicting claims and the potential for multiple litigation relating to the benefits due and owing under the Policy.

23. US Life neither has, nor claims, any interest in the death benefit under the Policy, and at all times has been willing to pay the death benefit to the person or persons entitled to them.

24. US Life should not be compelled to become involved in the dispute or contentions of the competing claimants, and the competing claimants should be ordered to litigate amongst themselves without further involvement of US Life.

25. US Life has in no way colluded with any of the parties named herein concerning the matters of this case. US Life has filed this Complaint for Interpleader Relief of its own free will to avoid multiple liability, multiple litigation, or both.

26. Contemporaneous with the filing of this Complaint for Interpleader Relief, US Life will move for leave to deposit into the registry of the Court the benefits due and owing under the Policy, plus accrued interest, if any.

27. US Life alleges that it is entitled to interpleader relief pursuant to 28 U.S.C. § 1335, and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

Relief Requested

WHEREFORE, Plaintiff The United States Life Insurance Company in the City of New York requests the following relief:

- a. That Defendants be enjoined from instituting or prosecuting against The United States Life Insurance Company in the City of New York any proceeding in any state or United States Court or administrative tribunal relating to the death benefit payable under Policy Number 3001548L and on account of the death of Carol Green, and that said injunction issue without bond or surety;
- b. That Defendants be required to make full and complete Answer to this Complaint for Interpleader Relief, and to set forth to which of them the death benefit, or any part thereof, rightfully belongs, and how they make their claims thereto;
- c. That this Court determine and declare the rights of the Defendants to the death benefit due and owing under Policy Number 3001548L;
- d. That this Court discharge The United States Life Insurance Company in the City of New York of and from any and all further liability under Policy Number 3001548L and on account of the death of Carol Green;
- e. That this Court excuse The United States Life Insurance Company in the City of New York from further attendance upon this cause and dismiss The United States Life Insurance Company in the City of New York from this case, with prejudice;
- f. That this Court enter an order awarding The United States Life Insurance Company in the City of New York its attorneys' fees and costs in connection with this action, to be deducted from the death benefit due and owing under Policy No. 3001548L; and
- g. That this Court grant The United States Life Insurance Company in the City of New York such other and further relief as this Court deems just and equitable.

Dated: March 18, 2022

Respectfully submitted,

BRESSLER, AMERY & ROSS, P.C.

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